

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

**LESLIE SCOTT, TAL BECKER,
individually and on behalf of others
similarly situated,**

Plaintiffs,

v.

RVSHARE LLC

Defendant.

Case No. 3:21-cv-00401

Judge William L. Campbell, Jr.

Magistrate Judge Alistar Newbern

**DEFENDANT RVSHARE LLC’S MOTION TO STAY PROCEEDINGS
AND COMPEL INDIVIDUAL ARBITRATION**

Pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 *et seq.*, Defendant RVshare LLC (“RVshare”) moves this Court for an order (i) staying the above-captioned litigation; (ii) compelling Plaintiffs Leslie Scott and Tal Becker (collectively, “Plaintiffs”) to arbitrate their claims against RVshare on an individual, non-class basis pursuant to the parties’ written arbitration agreements; and (iii) granting such other and further relief as the Court deems proper and just. The FAA provides that written agreements to arbitrate “shall be valid, irrevocable, and enforceable,” 9 U.S.C. § 2, and “embodies the national policy favoring arbitration.” *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 443 (2006). U.S. Supreme Court precedent requires “Courts [to] ‘rigorously enforce’ arbitration agreements according to their terms, . . . including terms that specify with whom [the parties] choose to arbitrate their disputes.” *Am. Express Co. v. Italian Colors Rest.*, 570 U.S. 228, 233 (2013) (citations omitted). Here, Plaintiffs agreed to resolve “[a]ny and all claims . . . by binding arbitration, rather than in court” and further agreed to “waiv[e] the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, . . . or any other representative proceeding as to all claims.”

Accordingly, this Court should grant RVshare's Motion to Stay Proceedings and Compel Individual Arbitration and enforce the parties' agreements to arbitrate as written. In support of this Motion, RVshare submits a Memorandum in Support and the Declaration of Thomas Klenotic, which are being filed contemporaneously herewith.

Dated: July 12, 2021

Respectfully submitted,

/s/ Michael G. Abelow

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CERTIFICATE OF CONFERENCE

Pursuant to Local Rule 7.01(a)(1), the undersigned counsel hereby certifies that on July 9, 2021, I conferred with counsel for the Plaintiffs in a good faith effort to resolve the issues raised by this Motion. The parties were unable to resolve the issues because Plaintiffs oppose the relief requested in this Motion as stated in their complaint.

/s/ Michael G. Abelow
Michael G. Abelow

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of July, 2021, a true and exact copy of the foregoing was electronically filed with the Clerk's office using the CM/ECF system, which sent a notification to all parties registered with the Court's electronic filing system, including the following:

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